

# EXHIBIT

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**From:**  Apple  
**Date:** 8/14/20, 3:04 AM

Hello,

Upon further review of the activity associated with your Apple Developer Program membership, we have identified several violations of the Apple Developer Program License Agreement. Therefore, your Apple Developer Program account will be terminated if the violations set forth below are not cured within 14 days.

We found that your app is in direct violation of the [Apple Developer Program License Agreement](#), which states:

Section 6.1: “If You make any changes to an Application (including to any functionality made available through use of the In-App Purchase API) after submission to Apple, You must resubmit the Application to Apple. Similarly all bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of Your Application must be submitted to Apple for review in order for them to be considered for distribution via the App Store or Custom App Distribution, except as otherwise permitted by Apple.” Your app violates Section 6.1 by introducing new payment functionality that was not submitted to or reviewed by App Review. As you know, Apple reviews every app and app update to ensure that apps offered on the App Store are safe, provide a good user experience, adhere to our rules on user privacy, and secure devices from malware and threats. You must submit your app to App Review in order to cure this breach.

Section 3.2.2: “Except as set forth in the next paragraph, an Application may not download or install executable code. Interpreted code may be downloaded to an Application but only so long as such code: (a) does not change the primary purpose of the Application by providing features or functionality that are inconsistent with the intended and advertised purpose of the Application as submitted to the App Store, (b) does not create a store or storefront for other code or applications, and (c) does not bypass signing, sandbox, or other security features of the OS.” Your app violates Section 3.2.2 by downloading new code that changes the purpose of your app by adding an unauthorized payment system. This payment model is not authorized under the App Store Review Guidelines, and must be removed from your app in order to cure this breach.

Section 3.3.3: “Without Apple’s prior written approval or as permitted under Section

3.3.25 (In-App Purchase API), an Application may not provide, unlock or enable additional features or functionality through distribution mechanisms other than the App Store, Custom App Distribution or TestFlight.” Your app violates Section 3.3.3 by allowing end users to purchase digital items within the app without using the In-App Purchase API. This payment model is not authorized under the App Store Review Guidelines, and must be removed from your app in order to cure this breach.

As of now, your membership in the Apple Developer Program is suspended. When you accepted the Apple Developer Program License Agreement, you expressly agreed in Section 3.1(c) to “comply with the terms of and fulfill Your obligations under this Agreement...” and in Section 3.2(f) to “not, directly or indirectly, commit any act intended to interfere with the Apple Software or Services, the intent of this Agreement, or Apple’s business practices including, but not limited to, taking actions that may hinder the performance or intended use of the App Store, Custom App Distribution, or the Program.” As you have breached your obligations under the Apple Program Developer License Agreement, Apple will exercise its right to terminate your Developer Program membership under Section 11.2 if the violations described above are not cured within 14 days.

If your membership is terminated, you may no longer submit apps to the App Store, and your apps still available for distribution will be removed. You will also lose access to the following programs, technologies, and capabilities:

- All Apple software, SDKs, APIs, and developer tools
- Pre-release versions of iOS, iPad OS, macOS, tvOS, watchOS
- Pre-release versions of beta tools such as Reality Composer, Create ML, Apple Configurator, etc.
- Notarization service for macOS apps
- App Store Connect platform and support (for example, assistance with account transition, password reset, app name issues)
- TestFlight
- Access to provisioning portal for certificate generation, and provisioning profile generation
- Ability to enable Apple services in-app (i.e. Apple Pay, CloudKit, PassKit, Music Kit, HomeKit, Push Notifications, Siri Shortcuts, Sign in with Apple, kernel extensions, FairPlay Streaming)
- Access to Apple-issued keys for connecting to services such as MusicKit, DeviceCheck, APNs, CloudKit, Wallet
- Access to Developer ID signing certificates and Kernel Extension signing certificates
- Developer Technical Support

- Participation in Universal App Quick Start Program, including the right to use the Developer Transition Kit (which must be returned to Apple)
- Engineering efforts to improve hardware and software performance of Unreal Engine on Mac and iOS hardware; optimize Unreal Engine on the Mac for creative workflows, virtual sets and their CI/Build Systems; and adoption and support of ARKit features and future VR features into Unreal Engine by their XR team

We hope that you are able to cure your breaches of the Apple Program License Agreement and continue to participate in the program. We value our developers and we want to see them all achieve success on the App Store. The breaches outlined above, however, if not cured, will force us to terminate your membership in the program.

You can appeal this decision with the App Review Board [App Review Board](#) at any time over the next 14 calendar days. When submitting your appeal, be sure to select "I would like to appeal an app rejection or app removal" from the drop-down menu on the Contact the App Review Team page.

Best regards,

App Store Review

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